

Purchaser acknowledges that except as expressly stated in this Contract of Sale, there are no contingencies to Purchaser's obligation to purchase the Property pursuant to this Contract of Sale, including without limitation any financing contingency. The Seller makes no representations or warranties as to the condition of the Property or any improvements thereon and Purchaser acknowledges and agrees to purchase the Property in its "AS IS/WHERE IS" "WITH ALL FAULTS" condition and basis, subject to all easements, agreements, restrictions or covenants of record, zoning, and all laws, regulations, and governmental rules affecting same. Purchaser waives any right it otherwise may have at law or in equity, including, without limitation, the right to seek damages from Seller in connection with the environmental condition of the Property, including any right of contribution under the Comprehensive Environmental Response Compensation and Liability Act. Purchaser releases Seller from all claims which Purchaser has or may have arising from or related to any matter or thing related to or in connection with the Property. Purchaser assumes the risk of loss from and after the date of this Contract of Sale. All adjustments, including taxes, ground rent, all other public charges and assessments payable on a monthly or annual basis, and sanitary and/or metropolitan district charges, if any, shall be adjusted for the current year to the date of this Contract of Sale and assumed thereafter by the Purchaser. Recordation costs, transfer taxes and all costs incidental to settlement to be paid by Purchaser except where otherwise required by local, State or Federal law.

The Property is sold subject to Restrictive Covenants, as noted in the Deed recorded in the Land Records of Harford County in Deed Book MLK 16339, page 245, as follows:

"(1) For as Long as the existing Lease is in effect between Seller herein and the Tenant (Brass Tap) of 1345 James Way, Belcamp, Maryland, this Property shall not be used for a business that includes the sale of more than eight (8) varieties of draught beer for on-site consumption, including by way of example but not limitation the following businesses: The Yard House, Taco Mac, Flying Saucer, World of Beer, Buffalo Wild Wings, and Taps; and further no business shall sell, or be used for the sale of more than eight (8) varieties of bottled beer for on-site consumption.

(2) For as Long as the 7-Eleven convenience store is operating at 1343 Belcamp Road, Belcamp, Maryland the Real Property conveyed herein shall not be used for any convenience store, gas station, or a Dunkin Donuts.

(3) The parties hereto do hereby acknowledge and agree that there are no restrictions and/or covenants prohibiting the use of the Real Property for any type of car wash."

This Contract of Sale shall be governed by and construed under the laws of the State of Maryland, without regard to its conflict of laws provisions. This Contract of Sale shall be binding upon each party hereto and such party's heirs, legal representatives, successors and assigns and shall inure to the benefit of each party hereto and such party's heirs, legal representatives, successors and assigns. If any party to this Contract of Sale is made up of more than one person, then all such persons shall be included jointly and severally, even though the defined term for such party is used in the singular in this Contract of Sale. This Contract of Sale shall be construed without regard to any presumption or other rule requiring construction against the party causing this Contract of Sale to be drafted. Time is of the essence for all matters under this Contract of Sale.

This Contract of Sale may be executed in one or more counterparts, including by facsimile and email, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

WITNESS:
as to signatures and receipt of deposit

Signed: _____ (Seal)
Purchaser

A. J. Billig & Co., Auctioneers

Purchaser (Seal)

Seller (Seal)